

**Minutes of the Town of Johnsburg
Regular Meeting
April 18, 2017
Wevertown Community Center
2370 State Route 28, Wevertown, NY**

Minutes of the Regular Meeting of the Town Board of the Town of Johnsburg held on Tuesday April 18, 2017 at 7:00 PM at the Wevertown Community Center, 2371 State Route 28, Wevertown, NY.

Councilman Arsenault called the meeting to order at 7 p.m. and the pledge to the flag was led by Councilman Arsenault.

PRESENT: Eugene Arsenault -- Councilman
Arnold Stevens -- Councilman
Peter Olesheski, Jr -- Councilman - entered at 7:32 pm
Katharine Nightingale -- Councilwoman
Jo A Smith -- Town Clerk

Absent: Supervisor - Ronald Vanselow

APPROVAL OF MINUTES FOR REGULAR MEETING MARCH 21, 2017

RESOLUTION #49-17

Ms. Nightingale presented the following resolution and moved its passage with a second from Mr. Stevens to accept the minutes of the March 21, 2017 Regular Town Board Meeting.

With 3 members voting in favor, the resolution is declared carried. Ayes-3
(Arsenault, Stevens, Nightingale) Nays- 0

CORRESPONDENCE:

No Correspondence

COMMITTEE REPORTS:**TOWN HALL TELEPHONE SYSTEM**

Mr. Olesheski had not entered the meeting, Mr. Arsenault presented the following. Proposal to upgrade the phone system at Town Hall/TPCC through Frontier. In a nutshell, the phone system we have right now is very basic and has been causing a lot of technical issues. We currently pay \$144 per month plus fees. For \$165 per month plus fees, we can upgrade to a very advanced system with more features and it can even be monitored/programmed remotely by Frontier, so if there are issues, we won't need to wait for a technician to come to North Creek.

RESOLUTION #50-17

Ms. Nightingale presented the following resolution and moved its passage with a second from Mr. Stevens to approve and accept the quote from Frontier Communications to upgrade the phone system to Mitel MiVoice Platform for the Town Hall.

With 3 members voting in favor, the resolution is declared carried. Ayes-3 (Arsenault, Stevens, Nightingale) Nays- 0

TANNERY POND COMMUNITY CENTER

Mr. Arsenault explained that the carpets at Tannery Pond need to be cleaned and that Mr. Olesheski received a quote in the amount of \$2,278.00 from Briggs Carpet and Upholstery Cleaning company. The owner's professional opinion of the carpets, very poor shape and may require two days' worth of cleaning. Mr. Arsenault also explained that the windows need cleaning, 3 doors have the laminated coming off, and an updated agreement with the town.

RESOLUTION #51-17

Mr. Stevens presented the following resolution and moved its passage with a second from Ms. Nightingale to approve and accept the quote from Briggs Carpet and Upholstery cleaning company in the amount of \$2,278.00 to clean the carpets and stairs at Tannery Pond Community Center.

With 3 members voting in favor, the resolution is declared carried. Ayes-3 (Arsenault, Stevens, Nightingale) Nays- 0

TOWN HALL SECURITY CAMERAS

Mr. Arsenault explained that Mr. Olesheski was working on this and the gentleman that is going to be doing the install has been out of town.

SEWER COMMITTEE

Ms. Nightingale gave an update on the Sewer Committee. They met about two weeks ago and they are hoping to come to the next Board meeting with their report.

SIDEWALKS

Ms. Nightingale also reported that the sidewalks on main street will be going out to bid. This time they will have a fall bid and a spring bid and that the water main will be replaced at the same time. Ms. Nightingale also, reminded the board that they had committed to \$25,000 which now the town has not paid yet.

SEASONAL ROADS

Mr. Arsenault stated that they had a meeting with the Highway Superintendent and the lawyer regarding seasonal roads in the township which would need to be brought up to standards because of homes being built on them.

(Mr. Olesheski entered at 7:32 pm)

ORDA FENCING

Mr. Arsenault stated that Mr. Howie Carbone from ORDA was present tonight and would like to present a couple of ideas to the board. Mr. Carbone explained that the Pavilion floor is low which retains water and they would like to raise the floor up 6” and put drainage around the pavilion to have the water running away from the pavilion. Mr. Carbone also explained that they would like to put up sliding panels on the Pavilion. Mr. Carbone will be back in touch with the board with more information on the panels. Mr. Arsenault stated he had spoken with ORDA regarding the fencing at the little league field which was damaged this past winter and they agreed that ORDA would pay \$2,500 towards the replacement of it. The Parks Manager Mr. Olden had gotten two quotes from Afsco Fencing one was just for the outfield fencing which would cost \$4,500 – Furnish and install+/- 300 lineal ft.

of 4' high chain link fence as per site visit and existing layout. This includes 2" x 9-gauge fence fabric, 2" OD terminal posts, 1 5/8" lines and continuous 1 3/8" top rail All posts installed in concrete foundations and all fence components to have matching galvanized finishes. Total Installed - \$4,500 to remove existing fence - Add \$250.

The other was for the complete fencing for \$11,000. Furnish and install+/- 530 lineal ft. of 4' high chain link fence as per site visit and existing layout. This includes 2" x 9-gauge wire, 2 1/1" terminal posts, 1 5/8" line posts and continuous 1 3/8" top rail and bottom tension wire. This includes (1) ea. 4' wide single walk gates and (1) ea. 10' wide double drive gate with standard hardware. All posts driven to grade and secured in place with post anchors with the exception of the terminals, which will be set in concrete foundations. All fence components to have matching galvanized finishes. Furnish and install+/- 90 lineal ft. of 6' high chain link fence as per site visit and existing layout near dugouts. This includes 2" x 9-gauge wire, 2 1/2" terminal posts and continuous 1 3/8" top rail and bottom tension wire. All posts will be set in concrete foundations. All fence components to have matching galvanized finishes. Fence will be hooked onto existing 3" OD posts of backstop. Total Installed - \$11,300

The board discussed it and with the Towns procurement policy they would need to get another quote.

RESOLUTION #52-17

Ms. Nightingale presented the following resolution and moved its passage with a second from Mr. Stevens to approve and accept the lowest quote for the replacement of the fencing at the ski bowl little league field.

With 4 members voting in favor, the resolution is declared carried. Ayes-4 (Arsenault, Stevens, Olesheski, Nightingale) Nays- 0

SECURITY CAMERA'S

Mr. Olesheski stated that he is hoping sometime next week to have the security cameras installed at the Town Hall. Ms. Linda Cobb inquired about putting them in the Library. Mr. Olesheski stated that he hadn't heard back from the Library so wasn't sure. Ms. Cobb stated that the Library would like them also. Mr. Olesheski stated that he would have those installed also. Mr. Olesheski went on to state that the next building to get cameras installed would be Wevertown for the court and then Tannery Pond.

TANNERY POND MAINTENANCE CONTRACT FOR BLEACHERS

Mr. Arsenault requested the Board to look at the quote from Nickerson Corporation in the amount of \$2,850.00 for the telescopic bleacher system maintenance for TPCC.

RESOLUTION #53-17

Mr. Stevens presented the following resolution and moved its passage with a second from Mr. Olesheski to approve and accept the quote from Nickerson Corporation for Bleacher Preventive Maintenance for the telescopic Bleacher System at Tannery Pond Community Center.

With 4 members voting in favor, the resolution is declared carried. Ayes-4 (Arsenault, Stevens, Olesheski, Nightingale) Nays- 0

OLD BUSINESS

OPEN SPACE

Mr. Olesheski stated that he had attended a workshop in Chestertown regarding a Community Forest. A Community Forest is one that the Town can log, put in trails, etc to earn a profit off the land. Mr. Arsenault stated that Mr. LaMothe stated he could get the Town a grant for improvements to the tract of land. A group of Harrington road residence where present stating that they have a problem with the traffic on that road – vehicles going very fast and the condition of the road. They would like maintenance and traffic control on Harrington Road. Another question “Can the Town handle another property?” Mr. Olesheski stated there are still a lot of questions. Mr. Stevens stated that is why the Town hasn’t moved forward accepting this parcel because they are looking for the Town’s input on the parcel and thanked the residents for their input. Mr. Arsenault suggested having a committee and appointed Deana Wood as Chairman.

GOODMAN PROPERTY

Mr. Arsenault explained that this is a revised resolution to include wordage about other usage for the property.

**TOWN OF JOHNSBURG
COUNTY OF WARREN, STATE OF NEW YORK**

Resolution No. 54 of 2017

Adopted April 18, 2017

Introduced by Ms. Nightingale
who moved its adoption

Seconded by Mr. Olesheski

**RESOLUTION AMENDING RESOLUTION #43-17 AUTHORIZING
CONTRACT AND CLOSING WITH EDWARD G. GOODMAN FOR
PROPERTY OFF GOODMAN ROAD, TOWN OF JOHNSBURG, FOR
SAND PIT**

WHEREAS, the Town Board previously adopted resolution #43-17 on March 21, 2017 concerning the above and wishes to amend same as provided for herein and as underlined herein; and

WHEREAS, pursuant to New York Highway Law §145 as well as Town Law §64, the Town of Johnsburg is authorized to acquire real property, and in particular, real property for a gravel pit, and in accordance with Town Law §64 and §222 the Town Board may acquire real property for improvements relative to Town uses, including Town highway department uses; and

WHEREAS, pursuant to New York Highway Law §145 and Town Law §64 and §222, the Town has negotiated with landowner Edward Goodman for the Town's purchase of a certain parcel of land approximately 10 acres in size and identified as tax map parcel 133.-1-17.2 for the sum of \$162,500.00; and

WHEREAS, the Town Highway Superintendent and Town's engineer have reviewed and evaluated the sand on the property for use by the Town and have found the same to be acceptable, have reviewed the potential use of the property for highway buildings in the future, and have evaluated the value of said sand relative to the price negotiated and find same to be in the best interests of the taxpayers of the Town of Johnsburg; and

WHEREAS, the Town has researched the use of said property for a gravel pit and potential highway department building use with applicable authorities including the DEC and APA and finds same to be acceptable; and

WHEREAS, the Town Board wishes to authorize the contract for said purchase as well as to authorize the Town Supervisor or Deputy Supervisor, as the case may be, to execute the contract and take steps necessary to close on said purchase; and

WHEREAS, the action is an unlisted action under the State Environmental Quality Review Act and the Town Board has reviewed the short environmental assessment form and wishes to adopt a negative declaration thereon.

NOW THEREFORE BE IT:

RESOLVED, that the Town Board has reviewed the short environmental assessment form and taken a hard look at the potential environmental impacts of the use of the property for a gravel pit and potential future use for highway department buildings and hereby issues a negative declaration thereon; and be it further

RESOLVED, that the Town Board hereby approves of the contract for the purchase of the above lands as same is presented herewith and does hereby authorize the Town Supervisor, and in his absence, the Deputy Supervisor, to execute any and all contracts and related documents to carry out the closing on the purchase of said lands and to take such actions incidental thereto that may be required in his or her determination; and be it further

RESOLVED, that this resolution shall take effect immediately and shall be deemed to supplement resolution #68-16 and an amendment to resolution #43-17.

ROLL CALL VOTE:

Eugene Arsenault - Councilman
Katharine Nightingale - Councilwoman
Peter Olesheski, Jr - Councilman
Arnold Stevens - Councilman

NEW BUSINESS

Supervisor's Monthly Report – March 2017

Councilman Arsenault stated that the Supervisor's Monthly Report for March 2017 was in the Town Board packets.

RESOLUTION # 55-17

Mr. Stevens presented the following resolution and moved its passage with a second from Mr. Olesheski to approve and accept the Supervisors Monthly report for March 2017.

With 4 members voting in favor, the resolution is declared carried. Ayes-4 (Arsenault, Stevens, Olesheski, Nightingale) Nays - 0

ANIMAL CONTROL OFFICER

Councilman Arsenault noted that the Animal Control Officer's monthly report for March 2017 from Mr. William Mosher is in the Town Board packets.

HEALTH INSURANCE / EMPLOYEE HAND BOOK

Mr. Arsenault stated the Board had received a letter from a retired Town Employee regarding the retirees Health Insurance and buy up plans.

RESOLUTION # 56-17

Ms. Nightingale presented the following resolution and moved its passage with a second from Mr. Olesheski to approve and accept re-imbusement to two retirees for their individual Health Insurance buy up plan for this year and as of December 1, 2017 if a buy up plan is available to retirees, they would be responsible for the buy up if chosen.

With 4 members voting in favor, the resolution is declared carried. Ayes-4 (Arsenault, Stevens, Olesheski, Nightingale) Nays - 0

EMPLOYEE HAND BOOK / MILEAGE RECORD FORM

Mr. Olesheski stated that he had just received updated information from the Towns Attorney for the Town Employee Hand Book which he would like addressed at the next Town Board Meeting. One issue Mr. Olesheski would like addressed at this meeting is a new mileage record form which needs to be filled out and submitted with a voucher for mileage re-imbusement.

RESOLUTION FOR OUT OF SEQUENCE PAYMENTS

Mr. Arsenault requested a resolution for out of sequence payments for May, June, July, August, September to pay bills which need to be paid before the Town Board Meeting which is held on the 3rd Tuesday of the month for the year of 2017.

RESOLUTION # 58-17

Mr. Olesheski presented the following resolution and moved its passage with a second from Ms. Nightingale to approve and accept out of sequence payments for May, June, July, August, September to pay bills which need to be paid before the Town Board Meeting which is held on the 3rd Tuesday of the month for the year of 2017.

With 4 members voting in favor, the resolution is declared carried. Ayes-4 (Arsenault, Stevens, Olesheski, Nightingale) Nays - 0

JYC AND SWIM HIRING FOR 2017

Mr. Arsenault requested accepting the following hiring list for the 2017 Summer Youth Program.

Staff Recommendations

Adult Aide: Emmalee Ellsworth Counselor 4 years \$11.00/hour

Counselor: Ty Berg 3rd year \$10.25

Counselor: Todd Millington 2nd year \$10.00 – Lifeguard field trips involving water \$13.50

Counselor: Maddison Bromley 1st year \$9.70

Counselor: Caleb Buck 1st year \$9.70

Alternate Counselor: Darian Fonda

Swim Program Recommendations 2017

Lifeguard: Mikayla Glode 3rd year \$13.50

Lifeguard: Todd Millington 3rd year \$13.50

Lifeguard: Gillian Hayden 2nd year \$13.00

Swim Counselors: Ty Berg 3rd year \$10.50

Swim Counselors: Maddison Bromley 2nd year \$10.25

Alternate Swim Counselor: Darian Fonda

RESOLUTION # 59-17

Mr. Stevens presented the following resolution and moved its passage with a second from Ms. Nightingale to approve and accept hiring list for the 2017 Summer Youth Program.

Adult Aide: Emmalee Ellsworth Counselor 4 years \$11.00/hour
Counselor: Ty Berg 3rd year \$10.25
Counselor: Todd Millington 2nd year \$10.00 – Lifeguard field trips involving water \$13.50
Counselor: Maddison Bromley 1st year \$9.70
Counselor: Caleb Buck 1st year \$9.70
Alternate Counselor: Darian Fonda
Lifeguard: Mikayla Glode 3rd year \$13.50
Lifeguard: Todd Millington 3rd year \$13.50
Lifeguard: Gillian Hayden 2nd year \$13.00
Swim Counselors: Ty Berg 3rd year \$10.50
Swim Counselors: Maddison Bromley 2nd year \$10.25
Alternate Swim Counselor: Darian Fonda

With 4 members voting in favor, the resolution is declared carried. Ayes-4 (Arsenault, Stevens, Olesheski, Nightingale) Nays - 0

TOWN BEACH HOURS***RESOLUTION # 60-17***

Mr. Olesheski presented the following resolution and moved its passage with a second from Mr. Stevens to approve and accept the operation of the Town Beach from June 23, 2017 to Sept 5, 2017, with the hours of operation for swim lessons Tuesday - Thursday from 12:30 PM to 2:30 PM and for the Public from Friday to Monday from 12:00 (noon) to 7:00 pm, with the hire of Galen Hogan as primary lifeguard at \$13.50 and Todd Millington as alternate at \$13.50.

With 4 members voting in favor, the resolution is declared carried. Ayes-4 (Arsenault, Stevens, Olesheski, Nightingale) Nays - 0

STATE LAND ACQUISITION PROPOSED ON SOUTH JOHNSBURG ROAD
CURRENTLY LEILI FAMILY

Mr. Arsenault explained that we had received this letter Dated April 4, 2017 from the New York State Department of Environmental Conservation regarding **Huckleberry Mountain Property**,

When a state land acquisition is proposed, the New York State Open Space Plan and Environmental Protection Fund provide that the Department communicate with the local governments in the area of the proposed acquisition.

The New York State Department of Environmental Conservation is contemplating the purchase of several parcels in the Town of Johnsburg, on South Johnsburg Road that are currently owned by the Leili Family.

The tax map numbers of the parcels we are interested in are as follows: Warren County, Town of Johnsburg, 165.-1-12; 165.-1-11; 165.-1-9; 165.-1-7; 165.-1-8; 150.-1-3; 150.-1-1; 165.-1-16; 164.-1-30; 164.-1-29; 165.-1-15.

It is important to note that under state ownership full property taxes will be paid, and given that the property is currently enrolled in a forest tax law program, the municipalities would actually receive an increase in tax revenue under state ownership.

The Town of Johnsburg has a 90-day time period from the date on this letter to review this proposed acquisition and respond to the Department with a determination of their support or opposition to the use of Environmental Protection Fund (EPF) monies for this proposed project. If we have not received a response within the 90-day time frame, it is assumed that the Town has no objection to our using EPF funds and proceeding with the project.

The board members stated they didn't object, no action needed.

CONTRACT – JULY 4TH FIREWORKS

Mr. Arsenault stated this was the contract for the fireworks at the Ski Bowl for the 4th of July celebration and would like authorization to sign.

THIS CONTRACT ("Contract") is made on this 3rd day of April 2017, between SANTORE'S WORLD FAMOUS FIREWORKS, LLC, P.O. Box 687, Stillwater, NY 12170 hereinafter known as and designated as "SANTORE"; and Town of Johnsburg, having an address of 219 Main Street, North Creek, New York 12853, hereinafter known as and designated as "CLIENT."

WITNESSETH: For and in consideration of all mutual covenants and agreements hereinafter entered into, the Party and Parties hereinafter agree to a Contract as follows:

1. "SANTORE" agrees to furnish CLIENT a firework display in compliance with State and Local regulations and in accordance with the attached proposal attached hereto and made a part hereof.
 - A. Display Date: July 1, 2017.
 - B. Display Location: A designated area on North Creek Ski Bowl grounds.
 - C. Start Time of Display: Shortly after dark.
 - D. Duration of Display: 20 minutes.
2. "SANTORE" agrees to pay all expenses for the freight and cartage for the said display, all necessary labor, equipment which shall include experienced and/or licensed Pyrotechnic Operators to discharge the said display in accordance with law.
3. "SANTORE" will provide proof of Workman ' s Compensation/Disability Insurance for its employees. 'SANTORE' also agrees to supply CLIENT insurance coverage in the amount of FIVE MILLION DOLLARS for public liability and/or property damage and vehicle insurance in the amount of FIVE MILLION DOLLARS. At least ten (10) days prior to the display date, "SANTORE" shall supply to CLIENT a Certificate of Insurance showing CLIENT as the Certificate Holder.
4. CLIENT will procure and/or provide the following
 - A. A safe and secure (as reasonably defined and approved by SANTORE and local officials) firing site which meets the minimum safety distance factors established by State and local laws and NFPA codes;
 - B. Police protection adequate to maintain said distance factors;
 - C. All necessary permits at own expense;
 - D. Sand (as required); *N/A*
 - E. Barges, tugs, and marine/barge insurance ; *N/A*
 - F. Communications equipment; *N/A*
 - G. Security, including crowd control;
 - H. Standby fireman and equipment;
 - I. A safe and secure loading facility for set up of pyrotechnics;
 - J. Next day clean up(s) of site;
5. HOLD HARMLESS
CLIENT agrees to hold harmless "SANTORE" of all and any claims, legal fees incurred outside the operations or control of "SANTORE." "SANTORE" agrees to hold harmless CLIENT from all claims and legal fees incurred from the direct operations of "SANTO

RE." Any damage resulting from failure of **CLIENT** to procure and/or provide the above-listed items in part 4. shall be the sole responsibility of **CLIENT**, and no claim shall be made against "**SANTORE**"; this includes personal injury or damage to non-fire-resistant tents, motor vehicles, boats, vending carts, temporary or permanent structures, or other personal property. Furthermore, "**SANTORE**" is not liable for crowd behavior before, during, or after the display; it is the full responsibility of **CLIENT**.

6. POSTPONEMENT

Every reasonable effort will be made to conduct the display(s) despite weather. Should weather prove unfavorable on the date listed in Section I (above), the display may, upon agreement of both parties, be postponed until next clear evening. Such postponement shall be decided upon and notice given "**SANTORE**" no later than one o' clock p.m. on the date listed on Section 2 (above). **CLIENT** is responsible for additional expenses incurred by "**SANT O RE**" due to postponement; these include additional labor, meals, hotels, transportation, telephone, and, where applicable, airfare; total of said additional expenses shall not exceed **10%** of the contract price.

7. CANCELLATION

If, due to inclement weather or other acts of **God**, the display(s) is (are) canceled without rescheduling, **CLIENT** agrees to pay "**SANTORE**" 50% of the total contract price forthwith upon cancellation. Should **CLIENT** cancel the contract unilaterally, for other reasons and without rescheduling, **CLIENT** agrees to pay "**SANTORE**" liquidated damages of 100% of the total contract price forthwith upon cancellation. In either case, the sum will be deducted from **CLIENT**'s paid deposit (see next paragraph), and "**SANTORE**" will refund the balance (if any) of said deposit within ten (10) working days. If **CLIENT** reschedules the display within six (6) months of cancelled display date (July 3rd 4th and 5th are blackout dates unless specifically agreed in writing by the parties); the above information is not applicable.

8.PAYMENT

Notwithstanding anything to the contrary, the total cost to be paid by **CLIENT** is **\$10,000.00** for all matters relative to the pyrotechnic production(s) and display(s) under this agreement. Payment to be as follows: A 25% deposit is due upon signing of contract. The balance of the contract is due upon completion of the display. A service charge of **2%** per month, compounded monthly, will be added to all accounts over 30 days past due. **CLIENT** agrees to pay attorney ' s fees and costs if **SANTORE** needs to retain an attorney to enforce collection of this account.

9. CLIENT agrees that any publicity, media coverage, announcements, and advertising shall name **SANTORE' S WORLD FAMOUS FIREWORKS, LLC**, as the primary Contractor for the said display.

10. CLIENT agrees and understands that this agreement is being entered to in Saratoga County, New York, and thus be construed in accordance with the laws of New York State. In the event of any dispute whatsoever with regard to the meaning,

interpretation, and/or enforcement of this agreement, it will be decided in Saratoga County, New York.

RESOLUTION # 61-17

Mr. Olesheski presented the following resolution and moved its passage with a second from Ms. Nightingale to approve, accept and authorize signage of the contract with Santore's World Famous Fireworks, LLC for July 1, 2017.

With 4 members voting in favor, the resolution is declared carried. Ayes-4 (Arsenault, Stevens, Olesheski, Nightingale) Nays - 0

CONTRACT WITH CEDARWOOD FOR SUPERVISION OF WATER SYSTEM AND ENGINEERING SERVICES

Mr. Arsenault requested the board to approve the contract with Cedarwood for supervision of the water system and Engineering services for 2017.

CONTRACT FOR ENGINEERING SERVICES BETWEEN TOWN OF JOHNSBURG, NEW YORK AND CEDARWOOD ENGINEERING SERVICES, PLLC

THIS AGREEMENT made the 1st day of January 2017, by and between the Town of Johnsbury, New York, located at Johnsbury Town Hall, 219 Main Street, North Creek, New York, 12853 (herein referred to as the Town), and Cedarwood Engineering Services, PLLC, having a place of business at 3903 Main Street, Warrensburg, New York 12885 (herein referred to as Cedarwood).

WHEREAS, the Town wishes to obtain engineering services of Cedarwood for a period of one (1) year, commencing January 1, 2017, until December 31, 2017, and thereafter on a quarterly basis by mutual agreement of the parties.

NOW THEREFORE, it is agreed before the parties that:

- 1.Cedarwood shall perform professional engineering services for the Town as deemed necessary by the Johnsbury Town Board and/or the any Town official approved to authorize work by the Town Board.
- 2.Cedarwood shall attend up to one (I) Town Board meeting per month, to be billed according to attached Rate Schedule.
- 3.It is agreed that during the period of this Contract, Cedarwood shall provide engineering services to the Town related to capital projects and non-capital projects. It is agreed that

such services will be provided to the Town at the rates shown in the attached rate schedule or for an agreed upon fee.

4. Should it be necessary to hire subcontractors for services connected with the engineering services provided by Cedarwood, it is agreed that those subcontractors' fees shall be passed through to the Town with no surcharge or mark-up of any kind to the Town, unless otherwise agreed to with the Town.

5. Services to be provided by Cedarwood shall be approved by the Town prior to performing such services.

6. Parties further agree that should modifications of this Contract be necessary the parties will negotiate in good faith to conform this Contract to the needs of both parties.

7. This Contract shall continue without modifications unless notice is given by the Engineer to the Town by ordinary mail of that party's intention to terminate this Contract within ninety (90) days. The Town may terminate this Contract with two (2) days' notice.

8. Invoices will be submitted to the Town on a monthly basis. Payment shall be made to Cedarwood within 45 calendar days of the date of invoice and forwarded to Cedarwood Engineering Services PLLC, 8-12 Dietz Street, Oneonta, New York 13820.

9. Attachments - 2016 Rate Schedule / Standard Terms and Conditions

CEDARWOOD ENGINEERING SERVICES PLLC MUNICIPAL 2017 RATE SCHEDULE

A. LABOR

<u>Personnel Category</u>	Rate \$/Hour
• Principal/Project Manager	\$110-\$130
• Project Engineer	\$105 - \$125
• Process Engineer	\$105 - \$115
• Mech/Elec /Instrumentation	\$100-\$120
• Construction Resident	\$100
• Construction Inspector	\$75
• Staff/Design Engineer	\$100
• Technician/Operator	\$90
• Clerical	\$55

B. DIRECT SUBCONTRACT COSTS - At Cost

C. DIRECT EXPENSES

In-house Copies 8 ½ x 11 @ \$0.15 per page / Drawings 24x36 @ \$4.00 per page

Overnight [estimate based on weight - FedEx, UPS, Courier] - actual cost of items to be invoiced

Letter Doc Pack @ \$19.00 per pack/ Prelim Dwg Set @ \$110.00 per tube set/ Full Doc Sets @ \$90.00 per box / Full Dwg Set @ \$300.00 per tube set
US Mail @ Cost / Mileage @ Federal Rate Per Mile / Other Allowable Direct Costs @ Cost

AGREEMENT - BETWEEN THE TOWN OF JOHNSBURG AND CEDARWOOD ENVIRONMENTAL SERVICES FOR SERVICES AS A CONTRACT WATER TREATMENT PLANT OPERATOR FOR THE NORTH CREEK WATER DISTRICT

THIS AGREEMENT made the 20th day of December, 2017, by and between the Town of Johnsburg, located at 219 Main Street, North Creek, New York, 12853 (herein referred to as the Owner), and Cedarwood Environmental Services having a place of business at 8-12 Dietz Street, Suite 303, Oneonta, New York 13820, (herein referred to as the Operator).

WITNESSETH:

WHEREAS, the Town of Johnsburg is desirous to contract for operation of their North Creek District Water Treatment Plant and to maintain professional administration of the same facility for a period of one (1) year,

AND WHEREAS, the Town is desirous of entering into an agreement for the purchase of services for Operator and Engineer to complete the agreed upon tasks as they relate to the operation of the North Creek Water District Treatment Plant for a period of one (1) year,

AND WHEREAS, the Operator has submitted a proposal to the Owner for contract operations, for engineering support services, supervision and general administration, the Owner now desires to enter into an agreement.

THEREFORE, the Owner and the Operator do mutually agree as follows:

1. The Operator shall provide the following services to the Town, subject to modification at any time by the Town:

- a. Daily check of water supplies, including all required daily testing, completion of operating reports, collection of routine samples, correspondence with regulatory agencies and any related inspections by regulatory agencies.
- b. Staff provided by the Operator for the water treatment facility will meet requirements of the NYSDOH throughout the contract duration. Staff scheduling will be adequate to maintain facility compliance throughout the contract duration. The Operator shall provide the necessary backup operator for the water system.
- c. Should the Operator be required to provide services beyond the above-mentioned services those services shall be provided only with prior authorization from the Owner and shall be billed at the following rates (emergencies will be managed without prior approval from the Town);

Engineering (not related to Operations) \$120.00 per hour / Project Manager \$90.00 per hour / Operations \$70.00 per hour* [Operator shall not be responsible for excavating].

**If work is completed under the New York State Prevailing Wage Law the hourly rate will be the current prevailing wage schedule for the locality where the work is performed.*

2. The Owner agrees to provide the following in conjunction with operation of the water treatment plant: Lawn Care, All Excavating, Maintenance Supplies, Building Maintenance, Utilities, Snow Removal, Chemicals, Equipment/Spare Parts, Necessary Safety Equipment, Permit Fees [if applicable], Insurance, Capital Improvements, Specialized Maintenance Contracts [if applicable]

3. The Owner shall pay to the Operator, for the above described services, a yearly sum as follows: TOTAL PERSONNEL SERVICES - February 1, 2017 - January 31, 2018: \$26,100

BILLING FOR PERSONNEL SERVICES WILL BE TWELVE (12) MONTHLY CHARGES OF \$2,175 .00.

CONTRACT DURATION TO RUN FROM February 1, 2017 TO January 31, 2018.
PAYMENTS ARE TO BE MADE ON A MONTHLY BASIS AND ARE DUE TO THE OPERATOR WITHIN THIRTY [30] DAYS OF IN VOICE.

A. ATTACHMENT 1

Article 1. ADDITIONAL SERVICES. In the event Owner, desires additional services to be rendered by Operator in connection with the operation of the Plant, beyond the scope of the services described in this Agreement, Operator agrees to perform said additional services, if ordered in writing, on a mutually acceptable basis. No additional work shall be undertaken by the Operator without prior approval of the Town Board.

Article 2. CONFLICT OF INTEREST. Operator stipulates that, upon information and belief, no member of the governing body of Owner, or officer or employee of Owner, forbidden by Law, is interested in, will derive benefit from, or is a party to this Agreement.

Article 3. PROVISIONS OF LAW. All provisions of law required to be made a part of this Agreement are hereby deemed incorporated herein. Performance under the terms and conditions of this Agreement shall be subject to and in conformance with all applicable laws.

Article 4. TERMINATION.

a. This Agreement may be terminated in whole or in part in writing by the Owner for its convenience, provided that the Operator is given (1) not less than thirty (30) calendar days written notice (delivered by certified mail, return receipt requested) of intent to terminate and (2) an opportunity for consultation with the terminating party prior to termination.

b.If termination for default is effected by the Owner, an equitable adjustment in the price provided for in this sub-agreement shall be made, but (1) no amount shall be allowed for anticipated profit on unperformed services or other work, and (2) any payment due to the Operator at the time of termination may be adjusted to cover any additional costs to the recipient because of the Operator's default. If termination for default is effected by the Operator, or if termination for convenience is effected by the Owner, the equitable adjustment shall include a reasonable profit for services or other work performed. The equitable adjustment for any termination shall provide for payment to the Operator for services rendered and expenses incurred prior to the termination.

c.Upon termination, the Owner may take over the work and may award another party an agreement to complete the work under this Agreement. Any work the Owner takes over for completion will be completed at the Owner's risk, and the Owner will hold harmless the Operator from all claims and damages arising out of improper use of the Operator's work.

Article 5. REMEDIES. Except as may be otherwise provided in this Agreement, all claims, counter-claims, disputes, and other matters in question between the Owner and the Operator arising out of or relating to this Agreement or the breach thereof will be decided by arbitration if the parties mutually agree, or in a court of competent jurisdiction within the State in which the Owner is located. The parties agree that Delaware County shall be the proper venue of any such litigation or arbitration.

Article 6. INSURANCE. The Operator shall obtain and maintain during the life of this contract, at his own expense, such Worker's Compensation, Public Liability and Professional Liability insurance as will adequately protect the Operator from claims which may arise or result from the Operator's performance or by anyone employed by him. The minimum amounts of insurance shall be: (a) Statutory for Worker's Compensation, (b) \$1,000,000/\$2,000,000 Professional Liability coverage (Claims made type) with an appropriate deductible.

CEDARWOOD ENGINEERING SERVICES PLLC MUNICIPAL 2017 RATE
SCHEDULE (see above rate sheet)

RESOLUTION # 62-17

Mr. Stevens presented the following resolution and moved its passage with a second from Mr. Olesheski to approve, accept and authorize signage of the contracts with Cedarwood Environmental Services for water treatment plant operator for the North Creek Water District and Cedarwood Engineering Services for 2017.

With 4 members voting in favor, the resolution is declared carried. Ayes-4 (Arsenault, Stevens, Olesheski, Nightingale) Nays - 0

SKI BOWL PARK PROPOSAL

Ms. Nettle presented the proposal that Mark Taber of LA Group sent after their meeting.

LA Group SCOPE OF SERVICES AND PROPOSAL

DRAINAGE, CIRCUATION AND LIGHTING IMPROVEMENTS SKI BOWL PARK, TOWN OF JOHNSBURG

PROJECT UNDERSTANDING

Based on our conversations to date, The LA Group understands that the goal of the Town is to (1) develop a Phase I concept plan that incorporates specific immediate improvement needs and (2) update the exiting "Vision 2020" Park Master Plan to address current needs and conditions.

Phase I immediate needs to be addressed include:

1. Drainage issues adjacent to Ski Bowl Rd. South, Dump Road, the Pavilion and immediate vicinity.
2. Vehicular circulation and parking including a possible looped access road.
3. Lighting in parking areas for Nordic and other evening events.

At this time it appears the vehicular circulation and loop road would potentially have the largest impact on the current 'Vision 2020' Master plan. The current Master Plan should be updated to accommodate these and other Phase I immediate needs, and necessary adjustments should be made to other long range planning items in the current Master Plan that may be impacted by these immediate needs. Program elements in the current Master Plan may change based on Phase I efforts, Parcel C, and current Town goals. The Town is ready to begin reclamation of the quarried area on the property and an updated Master Plan could help guide these efforts.

This proposal is specific to only the Phase I project, and geared towards creating a concept plan and cost estimate that can be used by the Town to pursue grant funding. A Master Plan Update would require a separate proposal and additional fees. It's suggested that the Town consider using the existing Vision 2020 plan and possibly a Phase I project concept plan to support a grant application for planning efforts related to a Ski Bowl Park Master Plan Update.

SCOPE OF SERVICES

B. *Task 1 Due Diligence, Base Mapping*

The LA Group will compile and review all previous mapping and planning performed by the LA Group to date so that previous planning efforts and goals are not lost. We will identify the Parcel C boundaries based on existing survey data, tax map data and/or County Records. Existing survey data, Master Plan design and current aerial imagery will be combined and used as the base map for future planning efforts.

C. *Task 2 Site Visit, Program Confirmation*

The LA Group will visit the site with the Client and/or Project Committee to review and discuss existing conditions and use patterns within the park for both typical daily use, and special event use. At this meeting Phase I program elements / goals will be reviewed and confirmed. Existing Master Plan design features from both the 2005 and 2009 efforts, goals and recommendations will also be reviewed to identify how a phase I project may impact the Master Plan.

D. *Task 3 Preliminary Phase I Concept Plan*

The LA Group will develop a Phase I concept sketch plan that identifies and plans priority items and assesses the impacts they may have on the current Master plan. The preliminary concept will be delivered to the Client for review.

E. *Task 4 Concept Review Meeting*

The LA Group will meet with the Client / Park Committee to review the preliminary Phase I concept plan. The goals of the plan and potential necessary adjustments to the planning components in the Master Plan will be discussed in order to reach consensus on a final plan approach. This will include confirmation of the delineation of the specific Phase I project.

F. *Task 5 Final Phase I Concept Plan*

Based on the concept review meeting and associated discussion, the LA Group will incorporate agreed upon modifications into a final Phase I Concept Plan. The modifications will be presented in a black and white 'draft' format to the Client/Park Committee for review and approval. After review, any minor final modifications requested by the Committee may be incorporated into the plan. Significant changes to the plans at this stage are not included and would likely require additional fees.

The final Phase I plan will solidify the scope of the project necessary to meet immediate needs and show the design in the context of the existing park. The plan will be delivered to the Client in color and in digital and hard copy format, (1 hard copy set) so the Town may utilize them to pursue grant funding.

G. *Task 6 Cost Estimate*

The LA Group will prepare a preliminary estimate of engineering, permitting and construction costs related to implementation of the Phase I concept plan. The estimate will be delivered along with Phase I Plan.

FEES

The LA Group proposes to perform the tasks listed above to be billed on an hourly basis for fee of **\$10,980**. Fees will be billed every 30 days for work performed. Reimbursable expenses such as travel and reproduction are included in the fee.

SCHEDULE

Upon receipt of a signed contract agreement, we are prepared to schedule work immediately on your project. We estimate it will take approximately 2-4 weeks from receipt of the contract.

ASSUMPTIONS

The following items are not included in the above tasks and fees:

- Preparation, packaging and submission of grant applications.
- Additional graphics, such as 3-D imagery.
- Additional meetings and/or presentations.

- Construction Documents and specifications.
- Archeological assessment.
- Geotechnical Investigation.
- Wetland Delineation.
- Regulatory Permitting

Mr. Arsenault asked Ms. Nettle to find out how much it would be for the completed engineer cost.

MOTION TO PAY WARRANTS

RESOLUTION # 63-17

Ms. Nightingale presented the following resolution and moved its passage with a second from Mr. Olesheski to pay the following certified bills which have been reviewed by the board members for April 18, 2017:

General Fund (Total \$44,558.30) - Claims #17-348 to 17-352; 17-355; 17-358 to 17-366; 17-368 to 17-369; 17-376 to 17-383; 17-385 to 17-395; 17-397 to 17-398; 17-401; 17-403 to 17-406; 17-411

Highway Fund (Total \$17,933.45) - Claims #17-353 to 17-354; 17-356; 17-370 to 17-372; 17-385 to 17-386; 17-388; 17-400; 17-402; 17-407 to 17-410

Water District (Total \$6,382.67) Claims #17-350; 17-357; 17-367; 17-375; 17-384; 17-388; 17-399

Library (Total \$3,521.55) - Claim #17-340 to 17-347; 17-385

Trust and Agency (Total \$3,922.29) - Claim #17-385; 17-386; 17-388

Total all warrants \$76,318.26.

With 4 members voting in favor, the resolution is declared carried. Ayes-4 (Arsenault, Stevens, Olesheski, Nightingale) Nays - 0

Warrant for April 6, 2017 was paid April 13, 2017

RESOLUTION # 64-17

Mr. Stevens presented the following resolution and moved its passage with a second from Ms. Nightingale that the following certified bills which have been reviewed by the board members for April 6, 2017 and where paid on April 13, 2017:

General Fund (Total \$34,993.24) - Claims #17-299 to 17-300; 17-306 to 17-326

Highway Fund (Total \$26,738.83) - Claims #17-299; 17-318 to 17-321; 17-327 to 17-339

Water District (Total \$5,015.66) Claims #17-301 to 17-305; 17-321

Library (Total \$933.85) - Claim #17-299; 17-319

Trust & Agency (Total \$3,922.29) Claim #17-319 to 17-321

Total all warrants \$71,603.87.

With 4 members voting in favor, the resolution is declared carried. Ayes-4 (Arsenault, Stevens, Olesheski, Nightingale) Nays - 0

PRIVILEGE OF THE FLOOR

Ms. Judy Brown stated that she has been working with the Museum and their exhibit, also would like to place large rocks around town with plaques on them, and that she might need help getting them moved.

EXECUTIVE SESSION – REGARDING PERSONNEL

On Motion of Mr. Olesheski and seconded by Ms. Nightingale to close the regular meeting and go into executive session at 10:07 pm.

On Motion of Mr. Olesheski and seconded by Ms. Nightingale to close the executive session and return to the regular meeting at 10:38 pm.

NO Action was Taken.

On Motion of Mr. Arsenault and seconded by Mr. Stevens the meeting was adjourned at 10:39 p.m.

The next regular Town Board meeting will be held at 7:00 p.m. on May 16, 2017 at Tannery Pond Community Center, 228 Main Street, North Creek, NY.

Prepared by Jo A Smith, Town Clerk
